

EXHIBIT 5

CONFIDENTIAL

Exhibit A-2

attached to the Distribution and License Agreement entered into by and between Universal Republic Records, a division of UMG Recordings, Inc. and XO&co Inc.f/s/o Abel Tesfaye p/k/a "The Weeknd" dated August 17, 2012

Date: August 17, 2012

Universal Republic Records,
a division of UMG Recordings, Inc.
1755 Broadway
New York, New York 10019
Attention: Executive Vice President, Business & Legal Affairs

Gentlemen:

Pursuant to an exclusive recording agreement between XO&co Inc. ("Label") and Artist (the "Artist Agreement"), Label is entitled to Artist's exclusive recording services. Artist has been advised that concurrently herewith Universal Records, a division of UMG Recordings, Inc. ("Universal") is entering into an Exclusive Distribution and License Agreement with Label pursuant to which Label agrees that Universal will have exclusive distribution and exploitation rights with respect to Artist's Recordings (the "Distribution and License Agreement"). Artist is familiar with each provision of the Distribution and License Agreement relating to Artist's obligations, assents to the execution thereof, and agrees to be bound by all the restrictions and other provisions therein relating to Artist. Artist hereby warrants and represents that the Artist Agreement is in full force and effect and grants to Label all of the rights necessary to allow Label to grant the rights granted by Label to Universal under the Distribution and License Agreement.

In consideration of Universal's executing the Distribution and License Agreement and as a further inducement for Universal to do so (it being to Artist's benefit as a recording artist that Universal execute the same), Artist hereby agrees as follows:

1. Label, at all times during the term of the Distribution and License Agreement (as it may be extended), will be authorized to grant such rights to Universal as provided in the Distribution and License Agreement. Artist acknowledges that Universal will have no obligations to make any payments to Artist (other than Mechanical Royalties) in connection with the services rendered by Artist or the fulfillment of Artist's other obligations under the Distribution and License Agreement.

2. If, during the term of the Distribution and License Agreement or any extensions or renewals thereof, Label ceases to be entitled to Artist's recording services in accordance with the terms of the Artist Agreement, or if Label fails or refuses to furnish master recordings embodying Artist's performance to Universal, Artist, at Universal's written request, will do all such reasonable acts and things so as to give Universal the same rights, privileges, and benefits as Universal would have had under the Distribution and License Agreement if Label had continued to be entitled to Artist's recording services and if Label had continued to furnish master recordings to Universal; such rights, privileges, and benefits will be enforceable in Universal's behalf against Artist; and notwithstanding any breach by Label, all the terms and conditions contained in the

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Artist Agreement will be effective as if Artist has become a direct party to the Distribution and License Agreement. No termination or modification of the Artist Agreement will operate to diminish Artist's liability or obligations to Universal hereunder, and no breach of the Artist Agreement by Label will be sufficient cause for Artist to fail to fully perform for Universal pursuant to the Distribution and License Agreement and this agreement.

3. All of the terms, conditions and restrictions relating to Artist in the Distribution and License Agreement will be binding upon Artist (whether performing alone or as part of a group) and regardless of the name(s) by which Artist may be identified in Artist's artistic endeavors. Label's rights, obligations, liabilities, prohibitions and restrictions contained in the Distribution and License Agreement are applicable hereto and incorporated herein by reference.

4. Artist hereby confirms and joins in the granting to Universal of the rights specified in the Distribution and License Agreement, including, but not limited to, all rights in and to the results and proceeds of the exploitation of Recordings by Artist and the right to use and publish Artist's names (legal, group and professional) and approved likenesses and to write and publish, and permit others to write and publish, articles concerning Artist for advertising and trade purposes in connection with Records, the promotion of Artist and general goodwill or institutional advertising. Artist agrees that Artist will not, during the term of the Distribution and License Agreement (or any extension or renewal thereof), perform for anyone other than Universal for the purpose of making Records, and Artist will not record any Compositions which are recorded or acquired under the Distribution and License Agreement for anyone other than Universal except as provided in the Distribution and License Agreement

5. Artist acknowledges that Universal is the exclusive licensee of Masters and Records (excluding underlying Compositions) (as the terms are defined in the Distribution and License Agreement) throughout the Term thereof and in the Territory embodying Recordings by Artist made during such Term and will have the right to exercise all rights as provided in the Distribution and License Agreement during the Exploitation Period.

6. Artist is entitled to use the professional name The Weeknd and to grant Universal the right to use said name solely as provided in the Distribution and License Agreement, and no other person or entity will during the Term thereof have the right to use said name or to permit it to be used in connection with the manufacture, distribution and commercial exploitation of records, throughout the Territory and during the Term.

7. Universal may, in its own name, institute any action or proceeding against Artist to enforce its rights under the Artist Agreement, the Distribution and License Agreement and/or this agreement, and Universal will be entitled to equitable relief, including injunctive relief, to enforce the provisions of said agreements.

8. Artist agrees to indemnify, save and hold Universal harmless from and against any liability, loss, damage, cost or expense (including reasonable outside counsel fees) paid or incurred by Universal by reason of any breach by Artist of the covenants, warranties, or representations contained herein or in the Artist Agreement or Distribution and License Agreement, and agree to reimburse Universal on demand for any reasonable payment made by Universal after the date hereof with respect to any of the foregoing.

9. Artist warrants and represents that he/she is not a resident of the State of

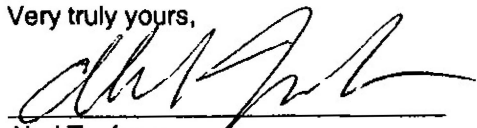
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California.

10. Artist warrants and represents that Artist is above the legal age of majority pursuant to the laws governing this agreement and the performance hereunder.

11. **THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF NEW YORK. THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN SUCH STATE (WITHOUT REGARD TO AND EXCLUDING NEW YORK CHOICE OF LAW RULES). ONLY THE STATE AND FEDERAL COURTS WITHIN NEW YORK COUNTY, NEW YORK, WILL HAVE JURISDICTION OVER ANY CONTROVERSIES REGARDING THIS AGREEMENT, AND THE PARTIES HERETO CONSENT TO THE EXCLUSIVE JURISDICTION OF SAID COURTS. ANY PROCESS IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY, AMONG OTHER METHODS, BE SERVED UPON ARTIST BY DELIVERING IT OR MAILING IT IN THE MANNER PRESCRIBED IN ARTICLE 15 OF THE DISTRIBUTION AND LICENSE AGREEMENT, AND ANY SUCH DELIVERY OR MAIL SERVICE WILL HAVE THE SAME FORCE AND EFFECT AS PERSONAL SERVICE.**

Very truly yours,

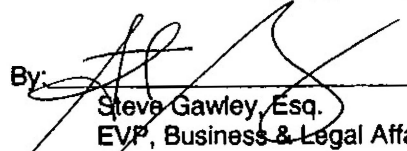

Abel Tesfaye
Social Security No. _____

p/k/a "The Weeknd"

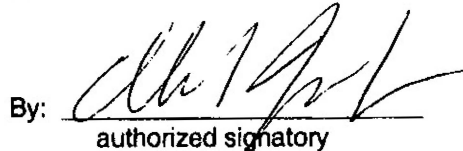
(collectively and individually
referred to in this Agreement as
"Artist")

AGREED AND ACCEPTED:

UNIVERSAL REPUBLIC RECORDS,
A DIVISION OF UMG RECORDINGS, INC.

By: 
Steve Gawley, Esq.
EVP, Business & Legal Affairs

XO&CO INC.

By: 
authorized signatory